

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MSD LLC | | 12/16/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Powerteq LLC | | 12/16/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Monroe Capital Management Advisors, LLC, as agent | | |
| Street Address: | 311 South Wacker Drive | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 61 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3005053 | ADVANCED POWER SYSTEM | |
| Registration Number: | 2909719 | DIESEL DYNAMICS | |
| Registration Number: | 3231310 | E-CURVE | |
| Registration Number: | 2278834 | HELI-CORE | |
| Registration Number: | 3277016 | LAZER GAUGE | |
| Registration Number: | 3089580 | MICRO TUNER | |
| Registration Number: | 2299279 | MSD | |
| Registration Number: | 3155939 | MSD 6ALN | |
| Registration Number: | 3155937 | MSD IGNITION RACING | |
| Registration Number: | 3124493 | MSD POWERSPORTS | |
| Registration Number: | 2424645 | MSD PRO-DATA | |
| Registration Number: | 2339620 | PRO MAG | |

CH \$1540.00 3005053

| | | |
|----------------------|----------|---------------------|
| Registration Number: | 3319112 | SF STREET FIRE |
| Registration Number: | 3427307 | SF STREET FIRE |
| Registration Number: | 2431063 | SUPER CONDUCTOR |
| Registration Number: | 3133800 | TCD |
| Registration Number: | 2915647 | THERMINATOR |
| Registration Number: | 3155938 | MSD IGNITION |
| Registration Number: | 3190745 | MSD IGNITION |
| Registration Number: | 4254904 | ATOMIC EFI |
| Registration Number: | 4385623 | DYNAFORCE |
| Registration Number: | 4394055 | DYNAFORCE |
| Registration Number: | 4180888 | MSD |
| Registration Number: | 3360209 | DASHHAWK |
| Registration Number: | 1656136 | RACEPAK |
| Registration Number: | 3214574 | G2X |
| Registration Number: | 3718910 | G2XPRO |
| Serial Number: | 85618184 | DYNAFORCE |
| Serial Number: | 85637214 | DYNAFORCE |
| Serial Number: | 85932691 | NERV |
| Serial Number: | 86031667 | BRAINWAVE |
| Serial Number: | 85702638 | REDLINK |
| Serial Number: | 85607058 | SMARTWIRE |
| Serial Number: | 85616255 | SMARTWIRE |
| Registration Number: | 3114255 | ATTITUDE |
| Registration Number: | 3049069 | EDGE |
| Registration Number: | 3125691 | EDGE PRODUCTS |
| Registration Number: | 3117080 | JUICE |
| Registration Number: | 3153781 | TRAIL JAMMER |
| Registration Number: | 3717227 | EDGE RACING |
| Registration Number: | 3936081 | MAINTENANCE MANAGER |
| Registration Number: | 4024312 | MAINTENANCE MANAGER |
| Registration Number: | 3717226 | EDGE RACING |
| Registration Number: | 4063502 | MILEAGE COACH |
| Registration Number: | 4185581 | VIVID PAQ |
| Registration Number: | 4255150 | IHAWK |
| Registration Number: | 4332592 | VIGILANTE |

| | | |
|----------------------|----------|-------------------|
| | 4333769 | VIVID |
| Registration Number: | 4333770 | VIVID LINQ |
| Registration Number: | 4316083 | TRAILDASH |
| Serial Number: | 85337850 | POWERTEQ |
| Serial Number: | 85514103 | POWERTEQ |
| Serial Number: | 85527537 | EDGE |
| Registration Number: | 3445708 | CORTEX |
| Registration Number: | 3352887 | FLASHPAQ |
| Registration Number: | 3356808 | FLASHPAQ |
| Registration Number: | 3241136 | SUPERCHIPS |
| Registration Number: | 3081307 | SUPERCHIPS INC. |
| Registration Number: | 1876383 | SUPER CHIP |
| Registration Number: | 3912662 | SUPERCHIPS RACING |
| Registration Number: | 3696241 | MILEAGE XS |

CORRESPONDENCE DATA

Fax Number: 3125585700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 10629-13 |
| NAME OF SUBMITTER: | Laura Konrath |
| Signature: | /Laura Konrath/ |
| Date: | 12/17/2013 |

Total Attachments: 11

source=MSD Trademark Security Agreement#page1.tif
source=MSD Trademark Security Agreement#page2.tif
source=MSD Trademark Security Agreement#page3.tif
source=MSD Trademark Security Agreement#page4.tif
source=MSD Trademark Security Agreement#page5.tif
source=MSD Trademark Security Agreement#page6.tif
source=MSD Trademark Security Agreement#page7.tif
source=MSD Trademark Security Agreement#page8.tif
source=MSD Trademark Security Agreement#page9.tif

TRADEMARK
REEL: 005175 FRAME: 0212

source=MSD Trademark Security Agreement#page10.tif
source=MSD Trademark Security Agreement#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 16, 2013, is made by MSD LLC, a Delaware limited liability company, and POWERTEQ LLC, a Delaware limited liability company (collectively, "Grantors", and each a "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantors have executed and delivered a Guaranty and Collateral Agreement, dated as of December 16, 2013, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantors have pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

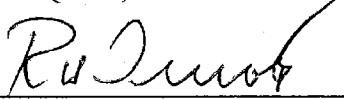
MSD LLC, as Grantor

By: RW. [Signature]
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

POWERTEQ LLC, as Grantor

By: 
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Alex Franky
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MSD LLC

| Trademark | Reg. Number | Application Number |
|-------------------------|-------------|--------------------|
| ADVANCED POWER SYSTEM | 3,005,053 | 78/360,255 |
| DIESEL DYNAMICS | 2,909,719 | 76/521,743 |
| E-CURVE | 3,231,310 | 78/662,575 |
| HELI-CORE | 2,278,834 | 75/387,929 |
| LAZER GAUGE | 3,277,016 | 78/669,603 |
| MICROTUNER | 3,089,580 | 78/500,295 |
| MSD | 2,299,279 | 75/386,327 |
| MSD 6ALN | 3,155,939 | 76/653,267 |
| MSD IGNITION RACING | 3,155,937 | 76/653,229 |
| MSD POWERSPORTS | 3,124,493 | 78/431,739 |
| MSD PRO-DATA | 2,424,645 | 75/732,246 |
| PRO MAG | 2,339,620 | 75/386,295 |
| SF STREET FIRE | 3,319,112 | 76/647,113 |
| SF STREET FIRE & DESIGN | 3,427,307 | 76/647,112 |
| SUPER CONDUCTOR | 2,431,063 | 75/801,779 |
| TCD | 3,133,800 | 78/360,316 |

| | | |
|-------------------------------|-----------|------------|
| THERMINATOR | 2,915,647 | 76/521,727 |
| MSD IGNITION | 3,155,938 | 76/653,230 |
| MSD IGNITION | 3,190,745 | 76/653,268 |
| Atomic EFI (words only) | 4,254,904 | 85/411,166 |
| Dynaforce & Design (class 7) | 4,385,623 | 85/979,522 |
| Dynaforce (words)- class 7 | 4,394,055 | 85/979,512 |
| MSD & Design (new logo) | 4,180,888 | 85/446,901 |
| DASHHAWK (stylized) | 3,360,209 | 76/665,724 |
| RACEPAK | 1,656,136 | 74/103,609 |
| G2X & DESIGN | 3,214,574 | 76/655,669 |
| G2XPRO | 3,718,910 | 76/655,674 |
| Dynaforce (words)- Class 9 | | 85/618,184 |
| Dynaforce & Design (Class 9) | | 85/637,214 |
| Nerv | | 85/932,691 |
| Brainwave | | 86/031,667 |
| Redlink | | 85/702638 |
| Smartwire (words only) | 4,254,006 | 85/607,058 |
| Smartwire & Design | 4,254,059 | 85/616,255 |

Powerteq LLC

| Trademark | Reg. Number | Application Number |
|-----------|-------------|--------------------|
|-----------|-------------|--------------------|

| | | |
|---------------------------------|-----------|------------|
| ATTITUDE (words only) | 3,114,255 | 78/676,943 |
| EDGE (words only) | 3,049,069 | 78/436,078 |
| EDGE PRODUCTS & DESIGN | 3,125,691 | 78/436,082 |
| JUICE | 3,117,080 | 78/682,250 |
| TRAIL JAMMER | 3,153,781 | 78/743,163 |
| Edge Racing | 3,717,227 | 76/697,262 |
| Maintenance Mgr (words only) | 3,936,081 | 85/144,684 |
| Maintenance Mgr & design | 4,024,312 | 76/706,143 |
| Edge Racing & Design | 3,717,226 | 76/697,244 |
| MILEAGE COACH* | 4,063,502 | 76/691,283 |
| VIVID Paq | 4,185,581 | 85/474,529 |
| IHAWK (words only) | 4,255,150 | 85/472,108 |
| VIGILANTE | 4,332,592 | 85/472,128 |
| VIVID & Design | 4,333,769 | 85/586,856 |
| VIVID LINQ & Design | 4,333,770 | 85/586,936 |
| TrailDash | 4,316,083 | 85/644,973 |
| Powerteq | | 85/337,850 |
| Powerteq | | 85/514,103 |
| Edge (words only) | | 85/527,537 |
| CORTEX & DESIGN | 3,445,708 | 76/679,980 |
| FLASHPAQ | 3,352,887 | 76/645,242 |
| FLASHPAQ & DESIGN | 3,356,808 | 76/645,285 |

| | | |
|----------------------------|-----------|------------|
| SUPERCHIPS | 3,241,136 | 76/663,073 |
| SUPERCHIPS, INC. | 3,081,307 | 76/615,633 |
| SUPER | 1,876,383 | 74/378,396 |
| Superchips Racing & Design | 3,912,662 | 76/703,244 |
| MILEAGE XS & DESIGN | 3,696,241 | 76/691,311 |
| Superchips Racing | 3,912,662 | 76/703,244 |

2. TRADEMARK APPLICATIONS

MSD LLC

| Trademark | Reg. Number | Application Number | Country |
|-------------------------|--------------------|---------------------------|----------------|
| MSD IGNITION | TMA 745,414 | 1,313,479 | Canada |
| MSD POWERSPORTS | TMA 746,431 | 1,313,481 | Canada |
| MSD POWERSPORTS | 986,685 | 795131 | Mexico |
| MSD POWERSPORTS | 1,039,198 | 845144 | Mexico |
| MSD IGNITION | 901,715 | A0005270 | Int'l |
| MSD POWERSPORTS | 904,228 | A0005271 | Int'l |
| MSD IGNITION | 1,016,951 | 795130 | Mexico |
| MSD IGNITION | 1,019,617 | 845145 | Mexico |
| MSD Ignition & Design | 9,308,183 | 9308183 | China |
| MSD & Design (new Logo) | 1,116,690 | A0028138/1,116,690 | European Union |
| MSD & Design (new Logo) | | | China |
| MSD & Design (new Logo) | TMA848,457 | 1,568,761 | Canada |

| | | | |
|-------------------------|------------|---------------|--------------------|
| MSD & Design (new Logo) | 1,334,267 | 1334267 | Mexico |
| MSD Ignition | 901715 | 901715 | South Korea |
| Atomic EFI | | | Madrid Protocal |
| Atomic EFI | 1,097,556 | 1097556 | United Kingdom |
| Atomic EFI | 1,463,529 | 1097556 | Australia |
| Atomic EFI | | 1097556 | Germany |
| Atomic EFI | | | Canada |
| Atomic EFI | 1,310,617 | 1310617 | Mexico |
| Atomic EFI | | 849659 | New Zealand |
| RACEPAK | TMA747,138 | 1,313,482 | Canada |
| RACEPAK | 893,600 | A0005272 | UK |
| RACEPAK | 893,600 | A0005272 | IR/Hungary |
| RACEPAK | 893,600 | A0005273 | Ireland |
| RACEPAK | 893,600 | A0005272 | Australia |
| RACEPAK | 893,600 | MP893600 | Denmark |
| RACEPAK | | | Germany |
| RACEPAK | 893,600 | 987/592840901 | Lithuania |
| Smartwire (words only) | 1,155,142 | 1155142 | WIPO |
| RACEPAK | 957,235 | 795,132 | Mexico |

Powerteq LLC

| Trademark | Reg. Number | Application Number | Country |
|-----------|-------------|-----------------------|---------|
|-----------|-------------|-----------------------|---------|

| | | | |
|------------------------------------|------------|-----------|-------------|
| EDGE | 845,293 | 845,293 | Int'l |
| EDGE PRODUCTS & DESIGN | 854,048 | 854,048 | Int'l |
| Edge (words only) | | 1,581,338 | Canada |
| Powerteq (words only) | TMA861,904 | 1,561,218 | Canada |
| Powerteq & Design | TMA861,905 | 1,561,219 | Canada |
| SUPERCHIPS | TMA745,493 | 1,313,487 | Canada |
| SUPERCHIPS | 893,033 | A0005427 | Int'l |
| SUPERCHIPS (New Zealand) (word) | 681,796 | 681,796 | New Zealand |
| Superchips Racing | TMA814,179 | 1,502,830 | Canada |
| Superchips Racing | | 1133172 | Mexico |